सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

SWMCS LTD. (R)
Authorised Signatory
Head Office :
080-25293339
98446 48912
EAST 14, Hegde Nagar, Bangalore-77

e-Stamp

Certificate No.	:	IN-KA97277550974601T
Certificate Issued Date	:	07-Apr-2021 11:34 AM
Account Reference	:	NONACC (FI)/ kacrsfl08/ BANGALORE11/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL0866098717948492T
Purchased by	:	MADHURAJ H N
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION
Second Party	:	MADHURAJ H N
Stamp Duty Paid By	:	MADHURAJ H N
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

Please write or type below this line

AGREEMENT

Agreement No. 19 **/21-22**

This agreement made on this 17th day of July 2021 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **Sri.Madhuraj H.N,Thirumala Complex,DVG Road,Bagapalli,561207,** (hereinafter called "the Contractor") of the other part.

17/07

Madhuraj H N

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of **Drilling of Borewell and providing Pump motor and Providing Pipeline in ward no 06 Thanisandra.**for WORK CODE: **006-20-000008** Indent No.44675 Administrative Approval No.AS/EE(BTP)/19/2020-21 Date:25-08-2020 and Technical Sanction No. TS/SE/(YNK)010/2020-21, Date:26-08-2020 of Tender Notification No. EE/BTP/BBMP/E-PMT/11/2020-21, Date: 05.12.2020 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract **Rs.94,84,141.50 (Rupees Ninety Four Lakhs Eighty Four thousand One Hundred Forty One and Fifty Paisa Only) Which works out (+4.70%) Above,** The 3% FSD Amount Rs. 2,85,000.00 - paid through vide FDR.No:873404, Dt: 05.04.2021 ,Canara Bank,Bagepalli..

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST is included in other than 2018-19 shedule of Rates.
6. Sub-Letting of work is prohibited.
7. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
11. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.